

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: First Amendment to Water Protection & Sustainability Cost Share Agreement between SJRWMD and Seminole County- SK31012

DEPARTMENT: Environmental Services

DIVISION: Planning Engineering Inspections

AUTHORIZED BY: John Cirello

CONTACT: Carol Hunter

EXT: 2021

MOTION/RECOMMENDATION:

Approve and execute amendment #1 to the WPSCS agreement between St. Johns River Water Management District (SJRWMD) and Seminole County. This amendment extends the construction completion date from December 2008 to January 2011.

County-wide

Carol Hunter

BACKGROUND:

BCC approval of the cost share agreement SK31012 Yankee Lake Surface Water Treatment/Reclaimed Water Augmentation for the amount of \$7,530,000 occurred on January 9, 2007. County staff requested a time extension due to the pending petitions against the 5.5 MGD CUP. SJRWMD is in agreement for the time extension and issued the first amendment to the agreement. This first amendment will extend the contractual construction completion date to January 31, 2011.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and execute amendment #1 to the WPSCS agreement between SJRWMD and Seminole County. This amendment extends the construction completion date from December 2008 to January 2011.

ATTACHMENTS:

1. SK31012 Amendment 1
2. Agreement

Additionally Reviewed By:

☐ County Attorney Review (Matthew Minter)



St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

July 17, 2008

Seminole County
500 West Lake Mary Blvd.
Sanford, Florida 32773-7441

Carol Hunter:

Enclosed are two copies of Amendment #1 to Contract #SK31012/24311 – WPSP – Seminole County Yankee Lake Reclaimed Water System Augmentation Project, for signature. Please have both signed and returned to my attention. Once executed by the District, one original will be returned to you.

If you have any questions please contact me.

Thank you.

A handwritten signature in cursive script that reads "Connie Rozier".

Connie Rozier, CPPB
Senior Contracts Administrator

RECEIVED

JUL 21 2008

DEPT. OF ENVIRONMENTAL SERVICE PEI

GOVERNING BOARD

David G. Graham, CHAIRMAN JACKSONVILLE	Susan N. Hughes, VICE CHAIRMAN PONTE VEDRA	Ann T. Moore, SECRETARY BUNNELL	W. Leonard Wood, TREASURER FERNANDINA BEACH
Douglas C. Bournique VERO BEACH	Michael Ertel OVIEDO	Hersey "Herky" Huffman ENTERPRISE	Arlen N. Jumper FORT McCOY
			Hans G. Tanzler III JACKSONVILLE

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY
FOR THE WPSP - SEMINOLE COUNTY YANKEE LAKE RECLAIMED WATER SYSTEM
AUGMENTATION PROJECT**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177, and SEMINOLE COUNTY ("County"), whose address is 520 W. Lake Mary Blvd., Suite 103, Sanford, FL 32773 and is effective on December 31, 2008.

WHEREAS, the District and County entered into Agreement #24311 on January 11, 2007, for the WPSP – Seminole County Yankee Lake Reclaimed Water System Augmentation Project; and

WHEREAS, the District and County desire to modify the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the District and County, hereby agree to the following amendments:

1. Paragraph 3. Term of Agreement: Delete this paragraph and replace it with the following paragraph:

This Agreement shall extend from the Effective Date through January 31, 2011 ("Completion Date").

The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same. Recipient shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the Effective Date.

2. Statement of Work – V. TIMEFRAMES AND DELIVERABLES: Delete the last bullet and replace it with the following:

County shall complete the project, including all tasks defined in this Agreement no later than January 31, 2011.

3. Statement of Work – VI. CONTRACT BUDGET: Correct a typographical error in the FY 08 amount from \$3,320,000 to \$3,230,000.

The District and County agree that all other terms and conditions of the original Agreement are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

SEMINOLE COUNTY

By: _____
Kirby B. Green III, Executive Director

By: _____

Date: _____

Typed Name and Title
Date: _____

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

Attest: _____

Stanley J. Niego, Sr. Assistant General Counsel

Typed Name and Title

091207

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY
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ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

SEMINOLE COUNTY

By: _____
Kirby B. Green III, Executive Director

By: _____

Date: _____

Typed Name and Title
Date: _____

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

Attest: _____

Stanley J. Niego, Sr. Assistant General Counsel

Typed Name and Title

091207

**WATER PROTECTIONS & SUSTAINABILITY COST SHARE AGREEMENT
BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND
SEMINOLE COUNTY**

For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows

1 **Purpose of Agreement** This cost share agreement is authorized by the St Johns River Water Management District ("the District") from funding designated for construction of alternative water supplies pursuant to the Florida Water Protection & Sustainability Program ("the Program"), which is governed by sections 373 0831 and 373 1961 Fla Stat (2005) Funding received through this Agreement shall be used solely for the construction of the alternative water supply project identified in Exhibit A, Statement of Work and Exhibit B, Supplemental Information Package ("the Project") Recipient hereby agrees that funding received from the District for the Project may not be used for any work associated with the research, design, and permitting aspects of the Project This agreement consists of the following items Exhibit A, Statement of Work, Exhibit B, Supplemental Information Package, Exhibit C, Cost Schedule, Attachment 1, District Supplemental Instruction, Attachment 2, Notice to Proceed, and all other attachments and exhibits

2. **Execution of Agreement** This cost share agreement shall constitute an offer until authorized, signed and returned to the District by Recipient Failure to do within sixty (60) days of receipt shall result in a retraction of this offer by the District

3 **Term of Agreement** This Agreement shall extend from the Effective Date through December 30, 2008 ("Completion Date")

The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same Recipient shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the Effective Date

4 **Scope of Project** Recipient shall commence work funded hereunder ("the Work") upon receipt of a fully executed Agreement from the District and perform the Work in accordance with the timeframe established in the Construction Contract award and as further specified in the specific milestones for "construction start", and shall prosecute the Work diligently in accordance with Exhibit "A", "Statement of Work" (attached), and Exhibit "B", Supplemental Information Package (attached) Recipient shall not commence work in subsequent fiscal years, until the District issues a written Notice to Proceed, (Attachment 2)

5. **Permits** Recipient is required to obtain any and all permits from governmental entities that are necessary for performance of the Work Any Work not properly permitted prior to implementation or completed without proper permits shall not be considered in compliance with this Agreement, shall not constitute Work performed hereunder, and shall not be approved for payment by the District Recipient shall be solely responsible for any fines or penalties associated therewith and the cost of removal of said unauthorized construction

6. **Legislative Requirements** The Florida Legislature requires recipients of funds granted through the Program to meet several specific conditions The Recipient must provide the District with written assurance of its continued qualification under these requirements with submittal of its invoice in

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181601 W-118

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Roach
DEPUTY CLERK

order to continue to receive funding hereunder Details concerning these requirements appear in subsections 373 1961(3)(c), (e) and (j), Fla Stat

A Recipient that receives funding through this Agreement and that operates a public water supply utility shall be required to develop a rate structure for water customers in the service area of the funded utility that will (1) promote the conservation of water, and (2) promote the use of water from alternative water supplies

7. **Project Management** The parties shall designate Project Managers, who shall be responsible for overall coordination, oversight, and management of the Work The parties agree to the following persons being designated as Project Manager

DISTRICT

John Wester, Project Manager
St Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(386) 329-4457
E-mail jwester@sjrwmd.com

RECIPIENT

Carol L Hunter, P E , Project Manager
Seminole County
500 West Lake Mary Blvd
Sanford, Florida 32773-7441
Phone# (386) 665-2021
E-mail chunter@seminolecountyfl.gov

8. **Change in Project Manager** Either party to this Agreement may change its Project Manager by providing not less than three (3) working days prior written notice of the change to the other party
9. **Notices** All notices to each party shall be in writing and shall be either sent via email, fax, hand-delivered or sent via U S certified mail to the respective party's Project Manager at the names and addresses specified above All notices shall be considered delivered upon receipt Should either party change its address, written notice of the new address shall be sent to the other parties within five business days
10. **Quarterly Progress Reports** Recipient shall provide to the District regular project update/status reports by September 1st, December 1st, March 1st and June 1st of each year Reports will provide detail on progress of the Project and outline any potential issues affecting project completion or the overall schedule Status reports may be submitted in any form agreed to by District's Project Manager and the Recipient, and may include emails, memos, and letters
11. **Annual Update** In accordance with section 373 0361 (7) (b), Fla Stat , the Recipient shall provide an annual update to the District detailing the progress of the project
12. **Performance Monitoring** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice Recipient shall make available to the District any data that is requested pertaining to Project performance
13. **Liability and Insurance** Each party to the agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the State of Florida beyond the waiver provided for in section 768 28, Fla Stat , as amended Each party shall acquire

and maintain throughout the term of this agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations

14. **Diversity** The District is committed to the opportunity for diversity in the performance of all procurements, and encourages its prime vendors (contractors and suppliers) to make good faith efforts to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as the second- and lower-tier participants. To this end, as requested, the District will assist the Recipient by sharing information on W/MBEs to encourage their participation
15. **Amount of Funding** For satisfactory performance of the "Work", the District agrees to pay the Recipient a sum in the amount not to exceed \$7,530,000 or up to thirty percent (30%) of the total construction costs, whichever is less. The Recipient shall provide at least sixty percent (60%) of the construction costs, unless a different amount is authorized pursuant to section 373.1961(3)(e), Fla Stat. The Recipient shall notify the District's Project Manager in writing upon receipt of additional State funding for the completion of the Project

Multi-Year Funding Allocation The following represents the anticipated amount of funding the District may authorize for each fiscal year. This information is provided for planning purposes only, and does not represent a commitment on the part of the District. The District reserves the right to revise these amounts annually, prior to the beginning of each Fiscal Year.

Fiscal Year 2007 \$4,300,000

Fiscal Year 2008 \$3,230,000

16. **Funding Contingency** Funding for each applicable fiscal year of this Agreement is at all times contingent upon funding, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board, (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend beyond the current Fiscal Year are subject to annual appropriation of funds, in the sole discretion and judgment of the District's Governing Board, for each succeeding year. Should the Work provided for hereunder not be approved, in whole or in part, for funding by an external funding source, or the Governing Board in succeeding years, the District shall so notify Recipient and this Agreement shall be deemed terminated five (5) days after receipt of such notice, or within such additional time as the District may allow.
17. **Fiscal Year** For the purpose of this Agreement, Fiscal Year is defined as the period beginning October 1 and ending September 30.
18. **Payment of Funds** All invoices shall reference the contract number shown on the first page of this Agreement, and shall be submitted to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or may be emailed to acctpay@sjrwmd.com. Recipient shall transmit invoice using only one of the above two methods, but shall not use both. Recipient shall submit itemized quarterly invoices for reimbursement based upon the actual Work performed and shall bill as per Exhibit C, Cost Schedule. The District will reimburse the Recipient up to thirty percent (30%) of actual construction costs, but in no event shall the amount exceed \$7,530,000. The invoice shall include receipts from contractors and/or suppliers for the specified construction expenditures and proof of payment (check number or copy of cancelled check), and verification of the Project complying with local and state building requirements, including verification of any required permits. The District may request supporting information to document invoices as needed. All

documentation required for verification of invoices shall be received and approved by the District prior to release of payment. Invoices that do not correspond to the Cost Schedule or other requirements of this paragraph will be returned to Recipient without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Payments shall be made within forty-five (45) days of receipt of an invoice that conforms to this paragraph. The provisions in this paragraph relating to payment of funds shall supersede any other provisions or attachments contained in this Agreement.

19. **Final Payment** The final invoice to the District must be received not later than 90 days after the Completion Date.
20. **Price Escalation** No price adjustments will be approved during the term of this Agreement. This includes, but is not limited to, adjustments due to cost of living increases and/or unforeseen site conditions.
21. **Repayment of Funds** Funds shall be subject to repayment by Recipient after expiration of this Agreement if, upon a post-project audit examination, the District finds that (1) Recipient has spent funds for purposes other than those provided for herein, (2) Recipient has received duplicate funds from the District for the same purpose, and/or (3) Recipient has received more than one hundred percent (100%) contributions for the project through cumulative public agency cost-sharing funding.
22. **Termination of Agreement** The District reserves the right to terminate the Agreement in the event any of the representations contained in the Project Proposal are found to be false. In such event the District shall provide written notice thereof to Recipient and afford Recipient ten (10) days to clarify the alleged misrepresentation. The District may thereafter terminate the Agreement if it continues to believe that a misrepresentation has occurred.

In addition, if the Recipient materially fails to fulfill its obligations under this Agreement, including failure to complete the construction and performance of all work items described in Exhibit A, Statement of Work, in accordance with the specific milestones established in the Agreement, and such failure is not excused pursuant to Paragraph 23, Failure to Complete Project, the District shall provide written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the material breach. The Recipient shall have thirty (30) days to cure the breach. If the Recipient fails to cure the breach within the thirty (30) day period, the District shall issue a Termination for Default Notice. Should the District terminate for default in accordance with this provision, the District shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity.


23. **Failure to Complete Project** In the event Recipient fails to complete the Project, Recipient shall refund to the District all funds that have been provided to Recipient pursuant to this Agreement, provided, however, that the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible, in which event the District may excuse Recipient from the obligation to return the funds provided hereunder. If the Project has not been completed within thirty (30) days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the Completion Date or the scope of the Project. Failure to complete the Project within 180 days of the then-current Completion Date shall constitute failure to complete the Project for the purposes of this provision.

24. **Interest of Recipient** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla Stat , either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement
25. **Independent Contractor** Recipient is an independent contractor Neither Recipient nor Recipient's employees are employees of the District Recipient shall have the right to control and direct the means and methods by which the Work is accomplished Recipient is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees
26. **Non-lobbying** Pursuant to section 216 347, Fla Stat , as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency
27. **Release of Information** Records of Recipient that are made or received in the course of performance of the Work may be public records that are subject to the requirements of chapter 119, Fla Stat Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla Stat , as amended
28. **Audit, Access to Records** Recipient agrees that the District or its duly authorized representatives shall, until the expiration of five (5) years after expenditure of funds hereunder, have access to examine any of Recipient's books, documents, papers, and other records involving transactions related to this Agreement Recipient shall preserve all such records for a period of not less than five (5) years Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs Recipient shall refund any such reduction of payments All required records shall be maintained until an audit has been completed and all questions arising from it are resolved Recipient will provide proper facilities for access to and inspection of all required records In addition, state and/or federal funds have been utilized by the District, in whole or in part, to fund this Agreement As a result, the District may be subject to state audit under the Florida Single Audit Act, section 215 97, Florida Statutes, or federal audit, regarding the expenditure of these funds Recipient shall fully cooperate with any state or federal audit in the same manner as a District audit, as provided above
29. **Florida Single Audit Act** The Florida Single Audit Act (FSAA), section 215 97, Florida Statutes, applies to all sub-recipients of state financial assistance, as defined in section 215 97(1)(q), Florida Statutes, that is awarded by the District through a project or program that is funded, in whole or in part, through state financial assistance to the District This Agreement involves the disbursement of state funding in the amount of \$2,150,000 If any state funding is involved, the Recipient is potentially subject to the FSAA In such event, if Recipient receives more than \$500,000 of state financial assistance during the course of its fiscal year, which includes assistance derived from District and non-District programs, Recipient is subject to compliance with the FSAA In such event, not later than 20 days after preparation, Recipient shall provide the District with a copy of the audit it prepares in compliance with the FSAA, as it pertains to the Work performed under this Agreement This information shall be directed to St Johns River Water Management District, Mr Greg Rockwell, Director, Division of Financial Management, 4049 Reid Street, Palatka, FL 32117 Recipient has the sole and complete duty of ensuring compliance with the FSAA

30. **Royalties and Patents** Recipient shall pay all royalties and patent and license fees necessary for performance of the Work and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss on account thereof due to Recipient's negligence or intentional action to the extent permitted by Florida law
31. **Governing Law** This Agreement shall be construed according to the laws of the State of Florida.
32. **Venue** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings, if in state court, shall be in Orange County, Florida, and if in federal court, shall be in the Middle District of Florida, Orlando Division
33. **Attorney's Fees** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees
34. **Waiver of Right to Jury Trial** In the event of any civil proceedings arising from or related to this Agreement, Recipient hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings, provided, however, that the parties may mutually agree to a jury trial
35. **Construction of Agreement** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, have contributed substantially and materially to the preparation hereof
36. **Entire Agreement** This Agreement, upon execution by Recipient and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. Recipient agrees that no representations have been made by the District to induce Recipient to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties
37. **Separate Counterparts** This Agreement may be executed in separate counterparts, which shall not affect its validity

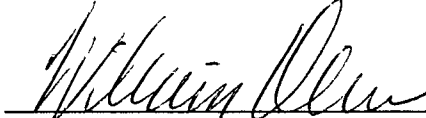
IN WITNESS WHEREOF, the St Johns River Water Management District has caused this contract to be executed this 11th day of January, 2007, in its name by its Executive Director, and the Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached

ST JOHNS RIVER WATER
MANAGEMENT DISTRICT

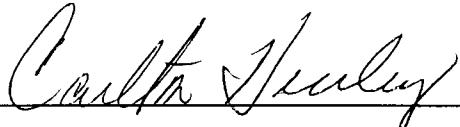
By 
Kirby B Green III, Executive Director

Date
1/11/07

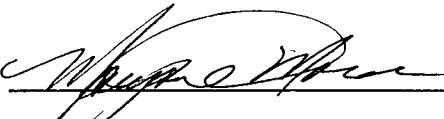
APPROVED BY THE OFFICE
OF GENERAL COUNSEL


Stanley J Niego, Sr Assistant General Counsel

SEMINOLE COUNTY

By 
Carlton D Henley, Chairman
Typed Name and Title

Date
January 9, 2007

Attest 
Maryanne Morse, Clerk to BCC
Typed Name and Title

**EXHIBIT A
STATEMENT OF WORK
WATER PROTECTION AND SUSTAINABILITY PROGRAM**

I INTRODUCTION/BACKGROUND

The Florida Water Protection and Sustainability Program (WPSP) was created through passage of Senate bills 360 and 444 during the 2005 legislative session and were subsequently signed into law by Governor Jeb Bush. The purpose of this program is to provide cost-share funding for construction of alternative water supply projects. The St. Johns River Water Management District will implement the program within its region as described below.

To be considered eligible for this cost-share funding program, projects must first be identified in the District Water Supply Plan (DWSP). After projects are incorporated into the DWSP, they are further evaluated as to their suitability for this funding program. The identification of water supply development projects in the DWSP does not guarantee funding assistance through this funding program. For the purpose of this program, cost sharing is identified as reimbursement by the District for construction costs of alternative water supply development projects.

Staff evaluated the projects based on the 12 factors described in 373.1961(3)(f) and (g), Florida Statute (2005), four additional evaluation factors added by the District's Governing Board, and the supplemental information provided by the sponsors. The results of the evaluations and proposed funding levels were presented at a public meeting held at the District on July 12, 2006. On August 8, 2006, the District's Governing Board gave final approval of the projects and funding levels.

The Seminole County Yankee Lake Reclaimed Water System Augmentation Project was approved. Seminole County (County) is the lead agency on this project.

II OBJECTIVES

The project will achieve the following objective:

- Provide for the construction of a 10 MGD surface water treatment plant to generate reclaimed water from Yankee Lake.

III SCOPE OF WORK

County shall manage the construction of a surface water treatment plant to treat water from the St. Johns River for removal of color and total suspended solids (TSS). The treatment process will include chemical coagulation, high-rate clarification, and high-level disinfection and provide water treated to public access reclaimed water standards and will supplement existing reuse supplies. This project will reduce the demand for fresh groundwater. The treatment plant will be located at the County's Yankee Lake Water Reclamation Facility near Lake Monroe. Initial design capacity is 10 MGD with surface water intake and infrastructure expandable to 20 MGD.

IV TASK IDENTIFICATION

The County shall be responsible for the following:

- Obtaining project final design, construction plans and specifications.

- Providing a copy of County's executed construction contract documents to the District's project manager
- Providing copies of any subsequent change orders to the contract to the District's project manager
- Obtaining all required permits, including right of access to the project site, related to project construction and subsequent operation of the facility
- Compliance with all permits
- Procurement for project construction
- Supervision and inspection of construction
- Construction contract administration
- Timely submittal of invoices for actual construction costs in accordance with this Agreement (i.e. quarterly, with appropriate substantiation) to enable proper review by the District's Project Manager prior to payment authorization
- Progress reports to the District's project manager identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project time and projected costs versus actual cost to date
- Certification of construction phase completion by a Professional Engineer registered in the State of Florida
- Compliance with cost accounting practices and procedures required for reimbursement of funds expended for the Florida Water Protection and Sustainability Program

V TIMEFRAMES AND DELIVERABLES

- County shall commence work under the Agreement within fifteen (15) calendar days after the effective date of the Agreement
- County shall provide District copies of the construction contract bid documents and the Cost Schedule for the awarded construction contract within thirty (30) days of contract award. The Cost Schedule, and the reimbursement percentage calculation, described in Section VI, below, shall be incorporated into this Agreement as Exhibit C
- County shall provide certification of construction completion within thirty (30) days of project completion
- County shall complete the project, including all tasks defined in this Agreement no later than December 30, 2008

VI CONTRACT BUDGET

The estimated total project construction cost is \$25,100,000. The project cost share from the WPSP is as follows:

FY 07 \$4,300,000

FY 08 \$3,320,000

Total not-to-exceed WPSP funds \$7,530,000

District shall reimburse County up to thirty percent (30%) of construction costs eligible in accordance with the WPSP, limited to an amount not to exceed \$7,530,000.

District's quarterly reimbursement to County shall be a percentage of the amount paid the contractor during the reimbursement period. The percentage shall be calculated based on the amount allocated by District divided by the amount of the construction contract represented by the Cost Schedule. In the event the project is completed below the contracted price, District shall reimburse County the amount of the remaining funds provided for in this Agreement up to an amount not exceeding thirty percent (30%) of the total project cost or the total value of that portion of the as-built project that is eligible for WPSP funding, whichever is less.

Contract #SK31012

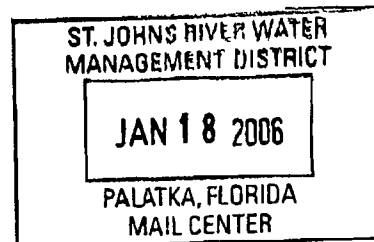
EXHIBIT B
SUPPLEMENTAL INFORMATION PACKAGE

**SEMINOLE COUNTY YANKEE LAKE RECLAIMED WATER SYSTEM
AUGMENTATION PROJECT***

ENVIRONMENTAL SERVICES DEPARTMENT



January 13, 2006



John F Wester
St Johns River Water Management District
Water Protection and Sustainability Program
4049 Reid St
P O Box 1429
Palatka, FL 32178-1429

Subject Florida Water Protection and Sustainability Program
Yankee Lake Regional Surface Water Facility Cost-Share Funding Eligibility
Response to RAI No 1

Dear Mr Wester

Seminole County is pleased to submit the response to RAI No 1 for cost-share funding for the Yankee Lake Regional Surface Water Facility The responses to Sections 1, 2, and 3 are summarized below

Section I

- 1 What is the current status of the project?
The project is currently in the planning phase
- 2 What are the estimated start and end dates for the construction phase?
Construction beginning 4th quarter 2006 and ending 2nd quarter 2008
- 3 Provide a current estimate of the capital costs, planning, design, engineering, and project construction List the costs for each of the four categories
Project planning: \$150,000
Project design: (included in project engineering, below)
Project engineering: \$6,173,000*
Project construction: \$25,100,000
(*includes project design, services during construction, start-up and commissioning, permitting and legal)

- 4 Does the project prevent or limit adverse water resource impacts?
Yes, the project will be replacing irrigation demand currently supplied by high quality groundwater withdrawals with a new lower quality surface water source.
- 5 Does the project reduce competition for water supplies?
Yes, this is a regional project endorsed by the Seminole County Water Supply Planning Group that can include a number of current and future cooperators.
- 6 Does the project bring about the replacement of traditional sources in order to help implement a minimum flow or level?
Yes, this project replaces fresh groundwater supply from the County's Northwest Service Area (near Sylvan Lake) with a new lower quality surface water supply for irrigation.
- 7 If you are implementing a goal-based water conservation program pursuant to F S 373 227, have you achieved the targets of the program?
The County has a conservation program in place and it is aggressively working towards the goals established in the program. The County is committed to achieving the targets of its conservation program as it moves forward with this alternative water supply project.
- 8 Show the quantity of water supplied by the project as compared to it's cost
The construction cost for this project is estimated at \$25,100,000. The project is sized for an initial capacity of 10 MGD with basic infrastructure to supply 20 MGD
- 9 Is the construction and delivery of reuse water to end-users of reuse water a major component of the project?
Yes, this project will supply treated surface water to augment reclaimed water irrigation supply.
- 10 Will the project be implemented by a multi-jurisdictional water supply entity or a regional water supply authority?
This project is included in the Seminole County Water Supply Planning Group list and will be designed to supply water initially to the Tri-Party Agreement cooperators (Seminole County, City of Sanford and City of Lake Mary) and to other cooperators in the future.

- 11 Is the project part of a plan to implement two or more water supply projects, all of which will be operated to produce water at a uniform rate?
Yes, as part of the Tri-Party Agreement (Seminole County, City of Sanford and City of Lake Mary), this surface water facility will be able to send excess treated water to the proposed Mill Creek Pond for storage for use by all participants. This project is part of a number of Tri-Party Agreement projects in addition to the Mill Creek project.
- 12 Show the percentage of project costs to be funded by the water supplier or water user, broken down by calendar year
2006: 95%
2007: 65%
2008: 60%
- 13 Provide a project timeline, or work breakdown structure, that details the overall project timeframe, broken down by planning, design, engineering, and project construction phases
Project planning: 3rd quarter 2005 – 2nd quarter 2006
Project design: (included in project engineering, below)
Project engineering: 2nd quarter 2006 – 2nd quarter 2007 (multiple phases)
Project construction: 4th quarter 2006 – 2nd quarter 2008
- 14 Is the project a subsequent phase of an alternative water supply project that is underway?
Yes, it is a component of the ongoing Tri-Party Agreement alternative water supply program.
- 15 Provide a letter, attesting to, and signed by your auditors of record of your current annual financial report, as to whether, and in what percentage, your entity is transferring water supply system revenues to the local government general funds in excess of reimbursements for services received from the general fund, including direct and indirect costs and legitimate payments in lieu of taxes based on your most recent certified financial audit
The most recently completed audit of the County Water and Sewer Enterprise Fund (W/SEF) is that of fiscal year 2003/04 (the County's fiscal year runs from October 1 through September 30). The attestation requested above is not specifically provided as part of the Generally Accepted Auditing Standards (GAAS), but rather is addressed implicitly as being an operating expenditure item reasonably accruing to enterprise funds, generally.

As such, for the fiscal year through September 30, 2004, the W/SEF remitted to the County's general fund \$1,803,241. The W/SEF received no compensation in any fashion from the County's general fund, or any other funding under County control. As such, for the fiscal year through September 30, 2004 (and in all years), the Water and The W/SEF is entirely self-supporting through its user charges. The percentage used in determining reimbursement to the County's general fund is 5.0% of aggregate system operating revenues, of which water is only a portion.

Seminole County Environmental Services Department's reimbursement to the County's general fund is entirely for services received from Departments supported by the general fund. No water supply system revenues in excess of reimbursements for services received from the general fund were transferred to the County's general fund.

- 16 Provide a list of permits required to proceed along with their anticipated approval dates

<i>SJRWMD Environmental Resources Permit</i>	<i>11-06</i>
<i>Seminole County Building Permit</i>	<i>11-06</i>
<i>FDEP Construction Permit</i>	<i>11-06</i>
<i>Army Corps Sovereign Lands Permit</i>	<i>11-06</i>

- 17 Has your entity budgeted and funded this project internally?

Planning costs are currently budgeted and funded. Funding for design and construction will be sought under a future bond issue

- 18 If your entity has budgeted and funded this project, when will those budgeted funds be made available for use?

Budgeted funds for planning are currently available. Funds for final design and construction will be available pending the Seminole County Board of County Commissioners approval of a bond for the project.

- 19 What percentage of funding are you requesting for your project construction costs?

The County is requesting 40% funding for the project construction costs and is not in a position to move forward on the project without this level of cost-share funding from the District.

Section II

Rate Structures

Provide substantiation of your water utilities response to meet the following requirement

Development of rate structures for water customers in the service area of the funded utility that will

A Promote the conservation of water

B Promote the use of water from alternative water supplies

As requested by the SJRWMD, the County recently further enhanced its conservation pricing levels for all its potable water customers. This rate structure was put into effect November 1, 2004. A copy of the resolution outlining utility rates for the County is attached for reference.

A conservation pricing rate structure for alternative water is under development and will be going before the Seminole County Board of County Commissioners for consideration and adoption this fiscal year. A revised rate resolution including potable and alternative water rates/pricing will be provided upon adoption.

Section III

County contact for further questions

John Cirello, Ph D , P E

Director, Seminole County Environmental Services Department

500 W Lake Mary Blvd

Sanford, FL 32773-7441

The County appreciates the District's consideration of this cost-share funding proposal and looks forward to partnering with the District on this important project. Please do not hesitate to contact the County if the District has any more questions regarding the proposed project or needs any additional information.

Sincerely,



John Cirello, Ph D , P E

c J Dennis Westrick, P E /SCESD
Jeffrey F Thompson, P E /SCESD
Matt Alvarez, P E /CH2M HILL
Tim Brodeur/Boyle Engineering

FACSIMILE TRANSMITTAL

Date:

To: John Wesley

FAX Number: 386 329-4511

From: Bob Briggs

FAX Number: 407 665-2019

Message: Seminole Rate Structure

THERE ARE 7 PAGES, INCLUDING THIS ONE, IN THIS
TRANSMITTAL. IF YOU EXPERIENCE ANY PROBLEMS
RECEIVING THIS FAX PLEASE CALL (407) 665- 2148 .

SEMINOLE COUNTY GOVERNMENT

Serving the Community to Improve the Quality of Life



EXHIBIT "B"

SEMINOLE COUNTY WATER AND WASTEWATER SERVICE CHARGES

I. Schedule of Water Service Charges

(A) (1) Basic Service Charges

Single Family	\$ 6 60 per unit or ERC
Commercial	6 60 per unit or ERC
Irrigation	6 60 per unit or ERC
Multi-Family	
(Master Metered)	5 20 per unit or ERC
Apple Valley	\$ 7 86 per unit or ERC
Dol Ray Manor	15.86 per unit or ERC
Druid Hills, Lake	
Harriet, Meredith Manor	9.61 per unit or ERC
Fern Park	10.32 per unit or ERC
Lake Brantley	18.73 per unit or ERC

(2) Volumetric-Single Family, Commercial (to be applied on a per ERC basis), Multi-Family (gallons)

0 - 10,000	\$ 0.65 per 1,000 gallons
10,001 - 15,000	1.00 per 1,000 gallons
15,001 - 20,000	1.75 per 1,000 gallons
20,001 - 30,000	2.50 per 1,000 gallons
30,001 - 50,000	3 50 per 1,000 gallons
50,000 - over	4 75 per 1,000 gallons
Apple Valley	\$ 1 64 per 1,000 gallons
Dol Ray Manor	2 64 per 1,000 gallons
Druid Hills, Lake	
Harriett, Meredith Manor	2 08 per 1,000 gallons
Fern Park	2 86 per 1,000 gallons
Lake Brantley	3 67 per 1,000 gallons

(3) Volumetric - Irrigation (gallons)

0 - 10,000	\$ 1 00 per 1,000 gallons
10,001 - 20,000	1 75 per 1,000 gallons
20,001 - 30,000	2 50 per 1,000 gallons
30,001 - 50,000	3 50 per 1,000 gallons
50,000 - over	4.75 per 1,000 gallons

(B) Homebuilders and Contractors \$ 7 00/ERC per month

(C) Fire Hydrants

Basic Service Charge	\$52.80 per month
Volumetric (gallons)	0.90 per 1,000 gallons

(D)	Private Commercial Fire Lines	\$ 3 65 per month
(E)	Reserved Water Capacity	
	Monthly Service Charge	\$ 8.00/ERC per month
	Homebuilders and Contractors	8 00/ERC per month
(F)	Wholesale Water	\$ 0 94/1,000 gallons
(G)	Water Shortage Surcharge	

<u>Consumption (gallons)</u>	<u>Surcharge</u>
10,001 - 15,000	\$ 1.00 per 1,000 gallons
15,001 - 20,000	1.75 per 1,000 gallons
20,001 - 30,000	2.50 per 1,000 gallons
30,001 - 50,000	3 50 per 1,000 gallons
50,000 - over	4.75 per 1,000 gallons

II. Schedule of Sewer Service Charges

(A)	(1) Basic Service Charge	
	Single Family	\$11.50 per unit or ERC
	Commercial	11.50 per unit or ERC
	Multi-Family	
	(not master metered)	11 50 per unit or ERC
	Multi-Family	9 90 per unit or ERC
	Apple Valley	\$15 99 per unit or ERC
	Meredith Manor	15 99 per unit or ERC
	(2) Volumetric	\$ 2 63 per 1,000 gallons
	Apple Valley	3 24 per 1,000 gallons
	Meredith Manor	3 24 per 1,000 gallons
(B)	Homebuilders and Contractors	\$ 9 00/ERC per month
(C)	Reserved Sewer Capacity	
	Monthly Service Charge	\$ 9 00/ERC per month
(D)	Wholesale Sewer	\$ 2 33 per 1,000 gallons
(E)	Class I Industrial Users	
	Group A	\$ 0 63 per 1,000 gallons
	Group B	0.49 per 1,000 gallons

III. Schedule of Reclaimed Water Charges

Volumetric	\$ 0 45 per 1,000 gallons
------------	---------------------------

IV. Miscellaneous Service Charges

(A)	Initiate Service	
	Regular Business Hours	\$20 00
	Non-Business Hours	\$25 00
(B)	Delinquent Account Turn On/Turn Off	
	Regular Business Hours	\$25 00
	Non-Business Hours	\$30 00
	Sewer Only	\$75 00
(C)	Turn On/Turn Off for Customer Convenience	
	Regular Business Hours	
	Turn On Only	\$10.00
	Turn Off Only	\$10.00
	Non-Business Hours	
	Turn On Only	\$25 00
	Turn Off Only	\$25 00

(D) Meter Fees

Meter Size:

<u>Single Family Residence</u>	<u>Tap-In Charge</u>	<u>Meter Installation Charge</u>	<u>Materials Only Charge</u>
5/8" x 3/4"	\$370 00	\$160.00	\$100.00
1"	\$425.00	\$210.00	\$148.25
<u>Non-Single Family Residence</u>	<u>Tap-In Charge</u>	<u>Meter Installation Charge</u>	<u>Materials Only Charge</u>
5/8" x 3/4"	\$370 00	\$160.00	\$100 00
(includes backflow prevention device)			
1"	\$425.00	\$210 00	\$148 25
1 1/2"	\$750 00	\$345.00	Actual Cost
2"	\$1,060 00	\$425 00	Actual Cost
3"	Actual Cost	Actual Cost	Actual Cost
3" Compound	Actual Cost	Actual Cost	Actual Cost
4" Compound	Actual Cost	Actual Cost	Actual Cost

(E) Industrial Wastewater Discharge Permit (IWDP) Fees

	<u>Charge</u>	<u>Duration</u>
IWDP Fee	\$250 00	one (1) to five (5) years
IWDP Reissuance Fee	\$150 00	one (1) to five (5) years
Temporary IWDP Fee	\$200 00	less than one (1) year

(F) Account Deposit

Residential Services.

Water Service only, per unit/ERC	\$25 00
Sewer Service only, per unit/ERC	\$55 00
Water and Sewer Service, per unit/ERC	\$80.00

Residential Rental Service:

Water Service only, per unit/ERC	\$37.50
Sewer Service only, per unit/ERC	\$82.50
Water and Sewer Service, per unit/ERC	\$120.00

Temporary Fire Hydrant Use	\$1,145 00
----------------------------	------------

Commercial accounts deposit shall be based on two (2) months estimated bill

Accounts which have been disconnected for non-payment three (3) or more times or have issued to the Department two (2) or more non-sufficient fund checks within a twelve (12) month period

\$25 00

(G) Field Test of Meter	\$25 00
-------------------------	---------

(H) Non-Sufficient Fund (NSF) Charge - %5 of amount of check	
Minimum	\$10.00
Maximum	\$25.00

(I) Unauthorized Meter Turn-On Charge	\$45.00
---------------------------------------	---------

(J) Unauthorized Tap Surcharge	\$500.00
--------------------------------	----------

(K) Fines or Penalties for Violation of Industrial Pretreatment Ordinance	
(for Maximum Concentration or Mass Limits other than pH)	

Industrial users violating the prohibited discharge limits or any provision of the Industrial Pretreatment Ordinance shall be subject to the following penalties:

Penalties for violation of Section 270.364 of the Industrial Pretreatment Ordinance

<u>Penalty Level</u>	<u>Violation Level</u>	<u>Penalty Amount Per Violation</u>
1	Violation less than or equal to the limit	\$0
2	Violation greater than the limit but less than two (2) times the limit	\$0-\$100 00

3	Violation equal to or greater than two (2) times the limit but less than three (3) times the limit	\$101 00-\$200.00
4	Violation equal to or greater than three (3) times the limit but less than four (4) times the limit	\$201 00-\$300.00
5	Violation equal to or greater than four (4) times the limit but less than five (5) times the limit	\$301 00-\$400 00
6	Violation equal to or greater than five (5) times the limit	\$401.00-\$1,000.00

Penalties for Violation of pH limits \$50 00-\$100.00

(L) Other Industrial Pretreatment Fees

1	Demand Monitoring and Sampling	
	a. Grab Sample	\$75 00
	b. Composite Sample	\$150 00
2	Non-Compliance Surveillance and Inspection of Industrial Users	\$30 00 per hour
3.	Compliance Monitoring and Sampling of Industrial Users	
	a. Grab Sample	\$50 00
	b. Composite Sample	\$100 00
4	Administrative Costs Resulting From Violation of the Industrial Pretreatment Ordinance	\$30 00 per hour

(M) Industrial Pretreatment Surcharges

Users discharging to the Publicly Owned Treatment Works in excess of established limits for pollutants according to Section 270.364 of the Industrial Pretreatment Ordinance shall be subject to the following surcharges

Table of Surcharge

<u>Level</u>	<u>Violation Level</u>	<u>Fine per Violation</u>
1	Violation greater than the limit but less than	

	twice the limit	\$0-\$100.00
2	Violation equal to or greater than twice the limit but less than three (3) times the limit	\$101 00-\$200.00
3	Violation equal to or greater than three (3) times the limit	\$201.00-\$300 00

**SEMINOLE COUNTY GOVERNMENT***Serving the Community to Improve the Quality of Life*

FACSIMILE TRANSMITTAL

Date:

To: John WaterFAX Number: 386.329.4514From: Bob BraggFAX Number: 407.665.2019

Message:

Required document from Auditor
: item 15Original via snail mail

THERE ARE 3 PAGES, INCLUDING THIS ONE, IN THIS
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RECEIVING THIS FAX PLEASE CALL (407) 665- 2140

ENVIRONMENTAL SERVICES DEPARTMENT

January 17, 2006

Mr John F Wester
St Johns River Water Management District
Water Protection and Sustainability Program
4049 Reid Street
P O. Box 1429
Palatka, Florida 32178-1429

Via Facsimile

Subject Florida Water Protection and Sustainability Program
Yankee Lake Regional Surface Water Facility Cost-Share Funding Eligibility
Request for Additional Information

Dear Mrs Robinson

Pursuant to your request on the above-referenced, enclosed is an attestation from our external independent auditors Harris, Cotherman, O-Keefe & Associates as it relates to Water system revenues and our contribution to the County's General Fund This should complete our application submission

If for any reason additional information is needed, please call me 407-7-665-2148

Sincerely,

Robert K Briggs, Jr , CPA
Finance Manager

Enclosure

c John Cirello, Ph D , P E Environmental Services Director
Jim Stansell, Harris, Cotherman, O-Keefe & Associates



**Harris, Cotherman,
O'Keefe & Associates**
Certified Public Accountants

1870 Aloma Avenue
Suite 120
Winter Park, Florida 32789
Tel 407-599-7055
FAX 407-599-7067

January 17, 2006

John F Wester
St Johns River Water Management District
Water Protection and Sustainability Program
4049 Reid Street
P O Box 1429
Palatka, FL 32178

Dear Mr Wester

This is to attest that according to the latest audit report for the fiscal year ended September 30, 2004 on the financial statements of Seminole County, Florida the Water and Sewer Enterprise Fund transferred 5% of the funds operating revenues as an administrative fee

Harris, Cotherman, O'Keefe & Associates

FACSIMILE TRANSMITTAL

Date:

To: John WatanFAX Number: 386.329.4514From: Bob BruggFAX Number: 407 665.2019Message: Required document from Auditor
item 15Original via email mail

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SEMINOLE COUNTY GOVERNMENT

Serving the Community to Improve the Quality of Life

ENVIRONMENTAL SERVICES DEPARTMENT

January 17, 2006

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Water Protection and Sustainability Program
4049 Reid Street
P O Box 1429
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Yankee Lake Regional Surface Water Facility Cost-Share Funding Eligibility
Request for Additional Information

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Sincerely,

Robert K Briggs, Jr , CPA
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Harris, Cotherman, O'Keefe & Associates

ENVIRONMENTAL SERVICES DEPARTMENT



**ST JOHNS RIVER WATER
MANAGEMENT DISTRICT**

JAN 19 2006

**PALATKA, FLORIDA
MAIL CENTER**

Via Facsimile

January 17, 2006

Mr John F Wester
St Johns River Water Management District
Water Protection and Sustainability Program
4049 Reid Street
P O Box 1429
Palatka, Florida 32178-1429

Subject Florida Water Protection and Sustainability Program
Yankee Lake Regional Surface Water Facility Cost-Share Funding Eligibility
Request for Additional Information

Dear Mr Wester

Pursuant to your request on the above-referenced, enclosed is an attestation from our external independent auditors Harris, Cotherman, O-Keefe & Associates as it relates to Water system revenues and our contribution to the County's General Fund This should complete our application submission

If for any reason additional information is needed, please call me 407-7-665-2148

Sincerely,

Robert K Briggs, Jr , CPA
Finance Manager

Enclosure

c John Cirello, Ph D , P E Environmental Services Director
Jim Stansell, Harris, Cotherman, O-Keefe & Associates



**Harris, Cotherman,
O'Keefe & Associates**

Certified Public Accountants

1870 Aloma Avenue
Suite 120
Winter Park, Florida 32789
Tel 407-599-7055
FAX 407-599-7067

January 17, 2006

John F Wester
St Johns River Water Management District
Water Protection and Sustainability Program
4049 Reid Street
P O Box 1429
Palatka, FL 32178

Dear Mr Wester

This is to attest that according to the latest audit report for the fiscal year ended September 30, 2004 on the financial statements of Seminole County Florida the Water and Sewer Enterprise Fund transferred 5% of the funds operating revenues as an administrative fee

Harris, Cotherman, O'Keefe & Associates

FY2007 Updates Only

**Seminole County Yankee Lake Reclaimed Water System Augmentation
Project**

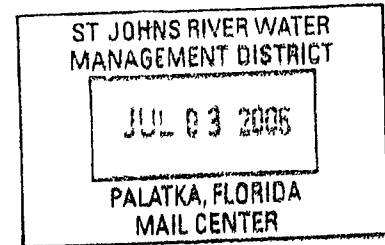
FY2007 Updates Only

ENVIRONMENTAL SERVICES DEPARTMENT



update

June 28, 2006



John F. Wester
St Johns River Water Management District
Water Protection and Sustainability Program
4049 Reid St
P O Box 1429
Palatka, FL 32178-1429

Subject Florida Water Protection and Sustainability Program
Seminole County Yankee Lake Reclaimed Water System Augmentation Project
Project Update

Dear Mr. Wester

As requested by the District, Seminole County is pleased to submit the update to the Seminole County Yankee Lake Reclaimed Water System Augmentation Project. The updates to the project information are summarized below.

Section I

1. What is the current status of the project?
The project is currently in the design phase. The County intends to submit intermediate final design documents to the District in October 2006.
2. What are the estimated start and end dates for the construction phase?
Construction beginning 4th quarter 2006 and ending 2nd quarter 2008. Based on the intermediate final design documents, the County intends to order major equipment in October 2006 to begin the construction phase of this project.
3. Provide a current estimate of the capital costs, planning, design, engineering, and project construction. List the costs for each of the four categories.
No change, updated costs will be submitted with the intermediate design documents in October 2006.
4. Does the project prevent or limit adverse water resource impacts?
No change

- 5 Does the project reduce competition for water supplies?
No change
- 6 Does the project bring about the replacement of traditional sources in order to help implement a minimum flow or level?
No change
- 7 If you are implementing a goal-based water conservation program pursuant to F S 373 227, have you achieved the targets of the program?
No change
- 8 Show the quantity of water supplied by the project as compared to it's cost.
No change
- 9 Is the construction and delivery of reuse water to end-users of reuse water a major component of the project?
No change
- 10 Will the project be implemented by a multi-jurisdictional water supply entity or a regional water supply authority?
No change
- 11 Is the project part of a plan to implement two or more water supply projects, all of which will be operated to produce water at a uniform rate?
No change
- 12 Show the percentage of project costs to be funded by the water supplier or water user, broken down by calendar year
No change
- 13 Provide a project timeline, or work breakdown structure, that details the overall project timeframe, broken down by planning, design, engineering, and project construction phases
No change
- 14 Is the project a subsequent phase of an alternative water supply project that is underway?
No change

- 15 Provide a letter, attesting to, and signed by your auditors of record of your current annual financial report, as to whether, and in what percentage, your entity is transferring water supply system revenues to the local government general funds in excess of reimbursements for services received from the general fund, including direct and indirect costs and legitimate payments in lieu of taxes based on your most recent certified financial audit

No change

- 16 Provide a list of permits required to proceed along with their anticipated approval dates

No change

- 17 Has your entity budgeted and funded this project internally?

Planning and intermediate final design costs are currently budgeted and funded. Funding for final design and construction will be sought under a future bond issue.

- 18 If your entity has budgeted and funded this project, when will those budgeted funds be made available for use?

Budgeted funds for planning and intermediate final design are currently available. Funds for final design and construction will be available pending the Seminole County Board of County Commissioners approval of a bond for the project.

- 19 What percentage of funding are you requesting for your project construction costs?

No change

Section II

Rate Structures

Provide substantiation of your water utilities response to meet the following requirement
Development of rate structures for water customers in the service area of the funded utility that will

A Promote the conservation of water

B Promote the use of water from alternative water supplies

No change

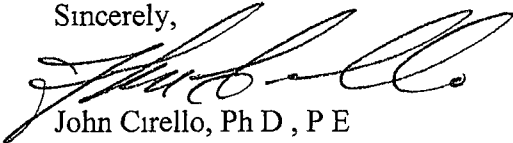
Section III

John F Wester
Page 4
June 28, 2006

No change

The County appreciates the District's consideration of this cost-share funding proposal and looks forward to partnering with the District on this important project. Please do not hesitate to contact the County if the District has any more questions regarding the proposed project or needs any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "John Cirello", written over the printed name.

John Cirello, Ph D , P E

c J Dennis Westrick, P E /SCESD
Matt Alvarez, P E /CH2M HILL

**EXHIBIT C
COST SCHEDULE**

To be incorporated into the Agreement as Exhibit C upon execution of the construction contract.

**ATTACHMENT 1
DISTRICT SUPPLEMENTAL INSTRUCTION**

Date _____, Contract Number _____

Contract name _____

To _____

From _____, Project Manager

The Work shall be carried out in accordance with the following Supplemental Instructions, issued in accordance with the Agreement. The District's Project Manager, by issuance of these instructions, has determined that they will not result in a change in the Total Compensation or the Completion Date. Prior to proceeding in accordance with these instructions, please indicate your acceptance hereof as provided below and return to the District's Project Manager.

- 1 Contractor's supplemental instructions
- 2 Description of Work to be changed
- 3 Description of supplemental instruction requirements

Approved _____
District Project Manager

Date _____

CONTRACTOR approval (choose one of the items below)

Approved _____

Date _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved _____

Date _____

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Acknowledged _____
Connie Rozier, Contracts Administrator

Date _____

cc Financial Management

ATTACHMENT 2
NOTICE TO PROCEED

DATE

TO

FROM Connie Rozier, Contracts Administrator

RE Notice to Proceed Work Contract No ,

By receipt of this Notice, the Executive Director of the District authorizes work to begin on the above-referenced project for a total not to exceed amount of

Date of Commencement shall begin on and substantial completion achieved by Final completion shall be

--
Kirby B Green, III, Executive Director Date

Harold A Wilkening III, P E , Director,
Department of Resource Management

Date

Date

cc Financial Management